

***** STATE OF MARYLAND *****

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TERMS:

CONTRACT FOR FROZEN BREAKFAST ITEMS
AND FROZEN VEGETABLES-STATEWIDE

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TERMS (cont'd):

SHIPPING COSTS, WHICHEVER IS LESS, PREPAID AND ADDED TO THE INVOICE AS A SEPARATE LINE ITEM. NO ORDER ABOVE \$200.00 MAY BE REFUSED BY THE AWARDED VENDOR FROM ANY STATE OF MARYLAND FACILITY. VENDOR WILL NOT BE REQUIRED TO DELIVER MORE FREQUENTLY THAN TWO (2) TIMES PER MONTH ORDERS EXCEEDING \$200.00, OR MORE FREQUENTLY THAN ONE (1) TIME PER MONTH ORDERS OF LESS THAN \$200.00.

IF AWARDED VENDOR HOLDS OTHER STATE OF MARYLAND CONTRACTS FOR FROZEN PRODUCTS, FACILITIES MAY COMBINE ORDERS FROM MULTIPLE CONTRACTS TO MEET THE MINIMUM PURCHASE FOR SHIPPING AND/OR CONTRACT PRICING.

STATE FACILITIES MUST MAKE EVERY EFFORT TO COMPLY WITH VENDOR'S NORMAL DELIVERY SCHEDULE AND MEET MINIMUM ORDER REQUIREMENTS WHEN POSSIBLE.

PRICE ESCALATION/DE-ESCALATION:

NO PRICE INCREASES OR DECREASES WILL BE AUTHORIZED FOR SIX (6) MONTHS AFTER THE EFFECTIVE DATE OF THE CONTRACT. UPON WRITTEN REQUEST TO THE PROCUREMENT OFFICER, PRICE ESCALATIONS WILL BE CONSIDERED ONLY AT THE END OF THIS PERIOD AND AFTER EACH SIX (6) MONTH INTERVAL THEREAFTER AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE PROCUREMENT OFFICER. HOWEVER, "ACROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE PROCUREMENT OFFICER.

THE REQUEST MUST BE RECEIVED AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE AND SHALL BECOME EFFECTIVE ON THE FIRST (1ST) DAY OF THE MONTH, UPON APPROVAL BY THE PROCUREMENT OFFICER.

THE PRICE INCREASE WILL BE BASED ON THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI) FOR PROCESSED FOODS, FROZEN SPECIALTIES, FROZEN BREAKFAST ITEMS, NUMBER WPU02501, NOT SEASONALLY ADJUSTED; AND FOR PROCESSED FOODS AND FEEDS, FROZEN VEGETABLES, NUMBER WPU 0245, NOT SEASONALLY ADJUSTED; FOUND AT [WWW.BLS.GOV/ PPI/.COM](http://WWW.BLS.GOV/PPI/.COM).

THE INCREASE WILL BE BASED ON THE MOST RECENT SIX-MONTH STATISTICS AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE REQUEST BUT SHALL NOT EXCEED THREE PERCENT (3%) FOR EACH SIX (6) MONTH PERIOD.

THE PURCHASING OFFICE WILL NOTIFY THE CONTRACTOR IN WRITING OF THE EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES.

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0001	38547-350000	CS	29.7400

FRENCH TOAST, SQUARE, APPROX. 4.5 INCH AND 1.5 OUNCE.
MRS. BUTTERWORTH 144/CASE

0002	38556-000001	CS	16.6300
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WAFFLES, FROZEN, ROUND OR SQUARE, 1.25 OUNCE
MRS. BUTTERWORTH'S, PACKED 144 PER CASE.

0003	38556-600144	CS	10.8000
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PANCAKES, FROZEN, 144/CS, APPROX. 1.2 OZ. EA.
MRS. BUTTERWORTH'S

0004	38506-180609	CS	20.0800
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MUFFIN, CORN, FROZEN, 1.5 OUNCE, 72/CASE.
RALCORP

0005	38512-100100	CS	24.1000
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CROISSANTS, FROZEN, 48/CASE, 2 OUNCE, SARA LEE

0006	38506-000003	CS	20.7400
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MUFFINS, BLUEBERRY, FROZEN, 1.5 OUNCE, 72/CASE
RALCORP

0007	38506-000004	CS	20.0800
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MUFFINS, BRAN RAISIN, FROZEN, 1.5 OUNCE, 72/CASE
RALCORP

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0008	38547-004100	CS	35.0000

FRENCH TOAST CINNAMON SWIRL FROZ, 144 PER CASE

FRENCH TOAST CINNAMON SWIRL, FROZEN, 144/CASE, 1.5 OZ.
RALCORP

0009	38547-004000	CS	25.0000
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WAFFLE BELGIAN FROZ, 72 PER CASE

WAFFLE, BELGIAN, FROZEN, 72/CASE, APPROX. 2.3 OZ. EA.
RALCORP

0010	38506-000008	CS	28.1900
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MUFFIN BANANA NUT

MUFFIN, BANANA NUT, 1.5 OUNCE, 72/CASE.
OTIS

0012	38506-180606	CS	22.0900
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BISCUITS, BAKED, FROZEN, HEAT AND SERVE, 2 OZ. EACH, 144/CS

BISCUITS, BUTTERMILK, FROZEN, 144/2 OZ., APPROX. 3 INCH ROUND,
SLICED, TRAY PACK. BAKE CRAFTER BRAND, #903.

0013	38506-491150	CS	21.5000
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MUFINS, ASST

MUFFINS, ASSORTED, FROZEN,
1.5 OZ EA, 72/CASE
RALCORP

0014	39021-000004	CS	55.1800
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OMELET, EGG, MODIFIED, FRZ., 84/3 OZ., CHOLESTEROL FREE SUPC CODE #6663033

OMELET, EGG, MODIFIED, FROZEN, 84/3 OZ., CHOLESTEROL-FREE

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PAPETTI

0015	39021-000005	CS	12.5000
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EGG HARDBOILED WHL PEEL PLLW

EGG HARDBOILED WHOLE PEELED, 12/6 CT.

0016	39021-000007	CS	38.0000
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EGG LIQUID NO CHL NFAT OPTL

EGG LIQUID NO CHOLESTEROL, NON FAT OPTL, 12/2 LB.
REMBRANDT

0017	38512-100600	CS	38.9800
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DANISH, ASST.

DANISH, MINI, 1.5 OZ, ASSORTED FLAVORS, FROZEN.
BELPASTRY 120/CASE

0018	38506-000006	CS	21.1000
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MUFFIN, APPLE, 72/CS.

MUFFINS, APPLE, FROZEN, 1.25 OUNCE, 72/CS
RALCORP

0020	39399-000024	CS	16.9800
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UNCRUSTABLES STYLE PEANUT BUTTER AND JELLY SAND.

PEANUT BUTTER & JELLY SEALED POCKET SANDWICH, CRUSTLESS, FROZEN, 2.8
OZ. INDIVIDUALLY WRAPPED. STRAWBERRY OR GRAPE.
ADVANCE BRAND, 24/CASE

0022	39346-XX3626	EA	37.5000
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CHOCOLATE BUTTERCREAM FROSTING, NON-DAIRY, PRE-WHIPPED, ARTIFICIALLY FLAVORED
FROZEN. PACKED 15 LBS PER TUB

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CHOCOLATE BUTTERCREAM FROSTING, NON-DAIRY, PRE-WHIPPED, ARTIFICIALLY
FLAVORED, FROZEN. RICH'S BETTERCREME OR APPROVED EQUAL
PACKED 15 LBS PER TUB

0023	39346-XX3628	EA	35.5000
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VANILLA BUTTERCREAM FROSTING, NON-DAIRY, PRE-WHIPPED, ARTIFICIALLY FLAVORED
FROZEN. PACKED 15 LBS PER TUB

VANILLA BUTTERCREAM FROSTING, NON-DAIRY, PRE-WHIPPED, ARTIFICIALLY
FLAVORED, FROZEN. RICH'S BETTERCREME OR APPROVED EQUAL
PACKED 15 LBS PER TUB

0024	38596-DKX107	CS	10.4000
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BEANS, GREEN, REGULAR CUT, FROZEN, 20 LB. CONTAINER
FROST

0025	38596-DKX106	CS	14.0000
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BEANS, GREEN, REGULAR CUT, FROZEN, 12/2 LB CONTAINERS.
QUICK

0026	38596-DKX116	CS	12.0000
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BROCCOLI, CUTS, 20 LB. CONTAINER, FROZEN .
COTTAGE FARMS

0027	38596-DK116A	CS	22.0000
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BROCCOLI, CUTS, 12/2.5 LB CONTAINERS, FROZEN
THE INN

0028	38596-DKX119	CS	28.9000
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BRUSSEL SPROUTS, 60 TO 80 CT, 12/2LB CONTAINERS, FROZEN
HANOVER

0029	38596-DKX121	CS	9.4000
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CARROTS, DICED, 20 LB. CONTAINERS, FROZEN
FINELINE

0030	38596-DKX120	LB	14.7400
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CARROTS, DICED, 12/2LB CONTAINERS, FROZEN.
THE INN

0031	38596-DKX123	CS	10.0000
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CARROTS, SLICED, 20 LB. CONTAINERS, FROZEN
MONARCH

0033	38596-DKX124	CS	9.6000
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CAULIFLOWER, 20 LB. CONTAINER, FROZEN
GREENLINE

0034	38596-DK124A	LB	21.2000
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CAULIFLOWER, 12/2 LB. CONTAINERS, FROZEN
THE INN

0035	38596-DKX126	LB	11.5000
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CORN, CUT, 20 LB CONTAINERS, FROZEN
LIBBY

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LINE #	STATE ITEM ID	U/M	UNIT COST
0036	38596-DKX125	LB	23.7600

CORN, CUT, 12/2.5 LB. CONTAINERS, FROZEN
GREENLINE

0037	38596-DKX127	CS	22.5200
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GREENS, COLLARD, CHOPPED, 12/3 LB CONTAINERS, FROZEN
FINELINE

0038	38596-DKX129	CS	24.3000
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GREENS, TURNIP, 12/3 LB CONTAINERS, FROZEN
HANOVER

0039	38596-DKX133	LB	28.3000
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PEAS, GREEN, 2.5 LB CONTAINERS, FROZEN
HANOVER

0040	38596-DKX134	CS	12.5000
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PEAS, GREEN, 20 LB. CONTAINERS, FROZEN
BONDUE

0041	38596-DKX136	CS	11.4000
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PEAS AND CARROTS, 20 LB CONTAINERS, FROZEN
TOPMARK

0042	38596-DKX144	CS	20.0000
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SPINACH, CHOPPED, 12/3 LB. CONTAINERS, FROZEN

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VALLEY

0043	38596-DKX146	CS	34.9200
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SQUASH, YELLOW, UNCOOKED, 12/3 LB CONTAINERS, FROZEN
HANOVER

0044	38596-DKX147	CS	30.9400
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SQUASH, ZUCCHINI, UNCOOKED, 12/3 LB CONTAINERS, FROZEN
THE INN

0045	38596-DKX149	LB	27.4000
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SUCCOTASH, 12/2.5 LB. CONTAINERS, FROZEN
HANOVER

0046	38596-DKX150	LB	29.5000
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VEGETABLES, MIXED, 12/2.5 LB CONTAINERS, FROZEN
HANOVER

0047	38596-DKX151	CS	11.4000
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VEGETABLES, MIXED, 20 LB CONTAINERS, FROZEN
QUICK

0048	38596-454256	CS	22.4200
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VEGETABLES, CAPRI BLEND, MIXED, 12/2 LB. CONTAINERS, FROZEN
GREENLINE

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0049	38596-DKX111	LB	18.4000

BEANS, LIMA, 20 LB. CONTAINERS, FROZEN
TOPMARK

0050	38596-DKX117	CS	20.9800
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BROCCOLI, SPEARS, 12/2 LB. CONTAINERS, FROZEN
THE INN

0051	38596-DKX145	LB	20.2000
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SPINACH, LEAF, 12/3 LB. CONTAINERS, FROZEN
SIMPLOT

0052	39084-000005	CS	21.0000
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CORN ON THE COB, FROZEN

CORN ON THE COB, COBLETS, 96/3CT.
GREENLINE

0053	38596-450402	CS	21.2200
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VEGETABLES, CALIFORNIA BLEND, 12/2 LB CONTAINERS, FROZEN
VALLEY

0056	39399-042700	LB	21.9400
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BEANS, GREEN, ITALIAN, 12/2 LB. CONTAINERS, FROZEN
HANOVER

0057	39399-010006	CS	19.1200
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BEAN, GREEN, FRENCH STYLE, 12/2 LB. CONTAINERS, FROZEN
FINELINE

0058	39084-0126XX	CS	24.0000
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PEPPERS, GREEN, DICED, FROZEN, 12/2 LB/CS
HANOVER

0059	38506-180600	CS	26.2600
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BISCUITS, BAKED, TRANS FAT FREE, FROZEN 180/1.4 OZ/CS
RALCORP

0060	38547-350006	CS	27.7000
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FRENCH TOAST, WHOLE GRAIN, 72/CS

FRENCH TOAST, WHOLE GRAIN, FROZEN, MIN. 3 GM FIBER PER SERVING, 72/CS
AUNT JEMIMA

0061	38556-600150	CS	27.3200
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PANCAKES, WHOLE GRAIN, 144/CS

PANCAKES, WHOLE GRAIN, 1.2 OZ, 144/CS
AUNT JEMIMA

0062	38556-000005	CS	31.2500
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WAFFLES, WHOLE GRAIN, 144/CS

WAFFLES, FROZEN, WHOLE GRAIN, MIN. 4 GM FIBER PER SERVING, 144/CS
RALCORP

0063	37515-000003	CS	22.0100
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BAGEL, PLAIN, MINI, 144/CASE APPROX 9 OZ.

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BAGELS, PLAIN, MINI, APPROX .9 OZ, 144/CASE
SARA LEE

0064	39021-000006	CS	33.0000
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EGG HARDBOILED WHL PEEL SEL

EGGS, HARD BOILED, WHOLE, PEELED 1/25 LBS
E.K.MARTIN

0065	38596-DKX122	CS	14.9800
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CARROTS, SLICED, 2# CONTAINERS
CARROTS, SLICED, 12/2 LB CONTAINERS
THE INN

0066	38596-455011	CS	36.2400
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CARRIBEAN BLEND, FROZEN 2.5#
CARRIBEAN BLEND VEG.FZN

VEG. CARRIBEAN BLEND 12/2 LB CONTAINERS
FLAVORPACK

0067	38596-455012	CS	24.4000
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PRINCE EDWARD BLEND, FROZEN 2.5#

VEG. PRINCE EDWARD BLEND, FROZEN 12/2 LB CONTAINERS
VALLEYFRESH

0069	39021-000003	CS	26.4100
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EGGS, HARD COOKED

HARD COOKED EGGS, PACKED 8/18 COUNT.

END OF ITEM LIST

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GENERAL CONDITIONS:

VENDOR IS REQUIRED TO COMPLY WITH ALL CONDITIONS AS OUTLINED IN REGULATIONS AND SPECIFICATIONS FOR FROZEN FOODS.

ALL FROZEN VEGETABLES PRODUCTS SHALL BE U.S. GRADE A. CASE/CONTAINER MUST BEAR USDA GRADE SEAL AND USDA GRADING CERTIFICATE MUST BE AVAILABLE UPON REQUEST. CASES OF PRODUCT DELIVERED WITHOUT USDA GRADE DESIGNATIONS OR IN LIEU OF USDA GRADE SEAL, GRADING CERTIFICATES MUST BE PROVIDED WITH DELIVERY OR PRODUCT WILL BE REJECTED.

QUANTITIES SHOWN ARE FOR A ONE (1) YEAR PERIOD AND ARE APPROXIMATE. THEY ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM. THIS CONTRACT DOES NOT OBLIGATE THE STATE TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING THE CONTRACT PERIOD.

THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE CONTRACT PRICE, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

GOODS ARE TO BE FIRST QUALITY MERCHANDISE; NO SECONDS OR IRREGULARS WILL BE ACCEPTED.

SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.

INVOICES ARE TO BE SUBMITTED DIRECTLY TO THE ORDERING AGENCY REFLECTING THE BLANKET PO NUMBER, THE AGENCY PO NUMBER, QUANTITY, ITEM UNIT PRICE, EXTENDED PRICE AND INVOICE TOTAL.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR

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VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:

MARGARET.HAJIANTONI@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

DURATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

SECURE FACILITIES:

SECURITY CONCERNS VARY STATEWIDE, BUT ARE ESPECIALLY IMPORTANT AT CORRECTIONAL FACILITIES AND CERTAIN OTHER FACILITIES. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES SHALL COMPLY WITH THE SECURITY REQUIREMENTS AT EACH FACILITY. AUTHORIZED USERS ARE RESPONSIBLE FOR ALERTING CONTRACTOR TO THESE REQUIREMENTS BEFORE OR WHILE PLACING THEIR FIRST ORDER.

CONTRACTORS ARE AWARE THAT COMMON SECURITY RESTRICTIONS INCLUDE:

1. IDENTIFICATION. ALL OF CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES, WHILE WORKING ON STATE PROPERTY, SHALL CARRY OR DISPLAY ACCEPTABLE IDENTIFICATION. REQUIREMENTS VARY BY AUTHORIZED USER. FOR INSTANCE, SOME FACILITIES REQUIRE A VISIBLE PHOTO-ID BADGE, WHILE OTHERS MAY REQUIRE A VALID DRIVER'S LICENSE INSTEAD.

2. VEHICLE SECURITY. IN MANY LOCATIONS, DRIVERS SHALL TURN OFF VEHICLE MOTORS AND LOCK CAB DOORS WHENEVER THEIR TRUCK IS UNATTENDED.

3. PATIENT/INMATE CONTACT. DELIVERY PERSONNEL SHOULD MINIMIZE INTERACTION WITH INMATES OR PATIENTS, AND SHALL REPORT ANY VERBAL CONTACT TO THE AUTHORIZED USER BEFORE LEAVING THE SITE.

DRIVERS WHO ENTER HIGH SECURITY FACILITIES SHALL HAVE PRIOR APPROVAL TO ENTER FROM SECURITY STAFF, GENERALLY INVOLVING A BACKGROUND CHECK TO ENSURE THAT THEY ARE NOT CONVICTED FELONS. AT SOME FACILITIES, TRUCKS SHALL BE SEARCHED PRIOR TO ENTRY AND EXIT, CAUSING UP TO 30 MINUTES DELAY EACH WAY.

AT SOME CORRECTIONAL FACILITIES, DRIVERS CAN NOT HAVE ANY WEAPONS

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(INCLUDING JACK KNIVES OR BOX CUTTERS), CELL PHONES, PAGERS, DRUGS, TOBACCO PRODUCTS OR ANY ITEM DEEMED TO BE POTENTIAL CONTRABAND. CORRECTIONAL OFFICERS CAN HOLD THESE ITEMS FOR DRIVERS AT THE DELIVERY SALLY-PORT AND RETURN THEM AS THE DRIVER EXITS THE GROUNDS. ANY ILLEGAL ITEMS SHALL NOT BE RETURNED.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE:
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE:
OR
- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ACTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE MARYLAND DEPT. OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

***** LAST PAGE *****

AUTHORIZED BY:

Catherine Seelin

BUYER AUTHORIZED DESIGNEE

DATE:

4/6/15